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DEPARTMENT OF THE ARMY
HEADQUARTERS, U.S. ARMY ALASKA
600 RICHARDSON DRIVE 15000
FORT RICHARDSON, ALASKA 995054000

REPLY TO
ATTENTION OF:

MEMORANDUM OF AGREEMENT (MOA)

BETWEEN

U.S. ARMY ALASKA (USARAK)

AND

**FEDERAL BUREAU OF INVESTIGATION (FBI), ANCHORAGE DMSION
ANCHORAGE, ALASKA**

SUBJECT: FBI Law Enforcement Range Complex (FBI-LERC)

1. **Purpose:** To establish an agreement between the United States Army Alaska (USARAK) and the Federal Bureau of Investigation (FBI) for the construction, use, operation, maintenance and funding of a firearms training range to be located at Fort Richardson, Alaska, (FRA) and to be known as the FBI Law Enforcement Range Complex (FBI-LERC).

2. **Reference.**

a. Department of Defense Instruction (DODI) number 4000.19, Subject: Interservice and Intragovernmental Support, dated 9 AUG 95.

b. AR 405-80, Management of Title and Granting Use of Real Property, dated 10 OCT 97.

c. USARAK Regulation 350-2, Range Regulation.

3. **Problem.** The FBI is in need of a proper firearms training facility in the Anchorage area. Existing local facilities are inadequate for the specialized training and seclusion requirements of the FBI. The FBI contacted the U.S. Army Garrison Alaska Commander for consideration of placing an FBI range facility on Fort Richardson. Under the direction of the Garrison Commander the USARAK Directorate of Plans, Training, Security, and Mobilization (DPTSM) Range Control has identified the area now known and used as the Biathlon Range in training area 11E along Arctic Valley Road as a suitable site. The use of this land by the FBI does not have a negative impact on USARAK's ability to perform its mission. USARAK DPW Realty Specialists have conducted the necessary research and have coordinated for the required permit as IAW AR 405-80 to provide real property to the FBI for a 25 year time frame.

4. **scope.** This MOA establishes the official relationship between USARAK and the FBI and is limited to USARAK support to the FBI at Ft. Richardson. This MOA concerns land acquisition, construction plans and permit review, initial standard operating procedures, and the general funding arrangement regarding reimbursable support. In addition to this MOA, an intragovernmental support agreement (ISA) between USARAK and the FBI will be required to specifically document all categories of recurring support and the associated costs and payment procedures for that support. The parties agree that this MOA does not reflect a decision regarding the potential use of the FBI-LERC by other organizations. Rather, this MOA reflects the agreement of the parties to construct a law enforcement range complex.

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5. Understandings, agreements, support and resource needs.

a. **General.** In order to effectively and safely oversee the operation of the FBI-LERC, USARAK and the FBI and/or their authorized **representatives** do hereby agree to the following conditions and/or agree to assume the following arrangements for the provision of these services.

(1) The FBI has priority **use** of the FBI-LERC. The FBI will be **considered** as the primary/lead user agency for purposes of liaison with the Fort Richardson Alaska (FRA) Range Control Officer and the Directorate of Public Works (DPW) for funding of maintenance projects and for overall logistical control of the FBI-LERC. Specific support regarding target maintenance cannot be reached until target types are identified.

(2) Additionally, it is agreed that USARAK law enforcement units, and other units on a case by case basis, will be allowed to utilize the FBI-LERC, consistent with FBI needs, upon proper scheduling with FRA Range **Control**. Joint USARAK and FBI approval of other federal, state and local law enforcement agencies considered for access to, and use of, the FBI-LERC is required. All additional users must meet the requirements of all **Army/USARAK** applicable regulations and policies, this includes the development of joint agreements [MOA's] and complying with the post **permit** system. USARAK retains the authority to allow or deny additional user access based on training area requirements, scheduling, and regulatory guidance.

(3) Military, federal, state and local law enforcement agencies will **be** considered for access to and use of the FBI-LERC as provided for in this agreement, and based on the needs of the FBI.'

(4) Upon application to USARAK and the FBI for permission to utilize the range facilities on a continuing basis, these other organizations will be required to acknowledge and formally comply with the applicable provisions of this MOA and all relative **USARAK/Army** regulations and policies.

(5) Acknowledge that the OIC/RSO has the overall responsibility for the safe operation of the FBI-LERC. **FRA** Range Control may monitor the training periodically and "check fire" the range if unsafe acts are detected.

(6) All parties agree that any dispute resolution of any terms of this agreement will be initially attempted between the parties. If this fails to bring a settlement, then all parties agree that dispute resolution will be elevated for all parties through their respective chain of command.

b. **USARAK.**

(1) Provide an adequate parcel of land for the construction of the FBI-LERC.

(2) Through DPW, maintain the FBI-LERC facility and grounds, once constructed, on a fully reimbursable basis.

(3) Through DPTSM Range Control schedule a meeting on an annual basis with the Anchorage FBI Principal Firearms Instructor (PFI) relating to use of the FBI-LERC, including changes in USARAK range regulations and status of user **Firearms** Instructor certification.

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(4) Ensure that the FBI PFI is informed of the time and location of the annual meeting at least thirty (30) days in advance. The Anchorage PFI will thereupon notify other user agencies of the meeting and ensure their representation at the meeting.

(5) Through DPTSM Range Control, exercise command authority concerning the safe operation of the FBI-LERC.

(6) Through DPTSM Range Control, provide OIC/RSO training, certification and briefings to user Firearms Instructors IAW USARAK Reg 350-2. Address FBI-LERC use and safety procedures. NOTE: IAW AR 385-63 and AR 210-21 OIC/RSO's must have completed a National Rifle Association approved pistol and rifle instructor course or equivalent (mandatory requirement) prior to attending a range certification briefing or testing.

(7) Provide all users a copy of the USARAK range safety regulations [USARAK Reg 350-2], and a copy of the FBI-LERC SOP once developed by the FBI.

(8) Range control will conduct routine inspections of the FBI-LERC to ensure compliance with established safety requirement. Range OIC's will report damages to the facility and equipment malfunctions to the FBI. Through DPTSM Range Control, help ensure that all range equipment located at the FBI-LERC is properly maintained and operational prior to use. NOTE: FBI-LERC equipment and facility maintenance is an FBI responsibility.

(9) Provide emergency medical treatment and transportation in the event of accident or injury.

(10) Through DPW in coordination with DPTSM, review all design and building plans, permits, environmental impact statements or records of environmental consideration, and any other applicable documentation required for the construction of such a facility.

(11) Through DPW include FBI-LERC hazardous wastes in hazardous waste disposal program.

(12) Through the Defense Regional Interservice Support (DRIS) Office develop the subsequent ISA necessary to document recurring support to the FBI-LERC and the associated costs and payment procedures for that support.

(13) Develop joint MOA's with additional organizations wishing to utilize the FBI-LERC.

c. FBI,

(1) Perform all design functions, coordination, contracting, and permitting processes necessary to complete project construction. Complete an environmental assessment (EA) at FBI expense and obtain DPW approval prior to initiation of project design, execution and construction of the facility.

(2) Submit all design and building plans, permits, environmental impact statements or records of environmental consideration, and any other applicable documentation necessary and required for the construction of such a facility to USARAK DPW and DPTSM for review and approval. Note: These documents will be staffed to the Range Review Team for final approvals.

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(3) No construction or site preparation will occur until all necessary environmental documentation has been prepared and approved.

(4) The user Officer-In-Charge (OIC) and Range Safety Officer (RSO) of the FBI Facility will obey all directives issued by Fort Richardson Range Control. Failure to obey safety directives may result in revocation of OIC and RSO certification of the individuals responsible and the termination of range operations for that user agency for that mission day.

(5) Ensure all OICs are range-certified by USARAK DPTSM FRA Range Control prior to operating the FBI-LERC.

(6) Ensure that all hazardous materials are properly and safely collected and disposed of in accordance with local, state and federal laws.

(7) Ensure that personnel attending the annual range meetings are qualified to make managerial and administrative decisions concerning the FBI-LERC and their use.

(8) Ensure that all efforts are made to keep training hours between 0800-1700 hours, Monday through Friday. If weekend, holiday or nighttime use is required, provide notification to Range Control Office at least fifteen (15) working days in advance.

(9) Schedule any training using 5.56 mm or other high-power cartridges with the Range Control Office at least five (5) working days in advance, absent the construction of bullet traps.

(10) Ensure that all safety measures and requirements necessary to operate a safe range are conducted IAW applicable FBI and USARAK/Army regulations.

(11) Dial 911 immediately with a medical emergency. Notify Range Control immediately after calling 911.

(12) Make the FBI-LERC available for military unit use in the event the FRA pistol range in the small arms complex is occupied or closed and the FBI range is not being utilized.

(13) Regularly inspect FBI-LERC facilities for serviceability and maintenance concerns. Submit work orders as required.

(14) Develop an FBI-LERC SOP for dissemination to, and use by, all range users.

(15) Ensure Fort Richardson Fire and Emergency Services has complete 24-hour building access and a point of contact, i.e., name and number (s) .

d. Other Law Enforcement Agencies and Military Activities. Other users must complete the permit process. Additionally no other agencies or organizations may use the range unless a joint agreement is entered into between USARAK, the FBI, and the other potential user agency/activity.

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e. Funding and Reimbursement.

(1) USARAK.

(a) Provide sufficient land at no charge to the FBI to construct a range facility that meets the requirements of the FBI without negatively impacting the USARAK mission.

(b) Maintain the FBI-LERC on a fully reimbursable basis.

(c) After construction, maintenance of the range will be on a job-order basis. Provide maintenance and operational costs to the FBI on a monthly basis.

(d) Reimburse the FBI for any funds which were provided to Fort Richardson for maintenance which was not performed due to termination of the agreement.

(e) If a USARAK unit causes damage to the facility, reimburse the FBI or arrange for and fund the necessary repairs.

(f) Identify specific recurring support categories and funding arrangement in subsequent ISA.

(2) FBI.

(a) Provide appropriate funds for the construction, maintenance and operation of the FBI-LERC. This provision is to include the acquisition of any funding required of the other user agencies.

(b) Provide the FBI's range requirements for the construction of the FBI-LERC to USARAK for review.

(c) Provide appropriate funds or contract for all environmental documentation necessary to comply with the National Environmental Policy Act (NEPA) and the National Historic Preservation Act (NHPA).

(d) Reimburse for any damages, clean-up costs and fines, including environmental damages that result from FBI actions. The approved user agencies will be required to execute agreements accepting responsibility for any damages, clean-up costs and fines, including environmental damages resulting from their actions.

f. Liability. To the extent allowed by law, the FBI and additional organizations utilizing the FBI-LERC shall agree to hold harmless and indemnify the United States Army against all claims, liability or expense for damages to property or injuries to persons that may arise from or be incident to the use and occupation of the said premises [FBI-LERC].

g. Modifications. This agreement shall only be modified by written covenant of the FBI and USARAK. All modifications of this agreement must be in writing and signed by authorized representatives of both parties. Any mutually agreed upon modification must be attached to the original agreement.

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6. Effective Date

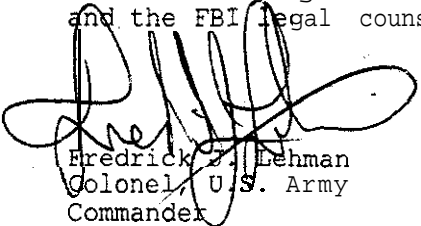
a. This agreement shall become effective upon formal acceptance and approval by the authorized approval authorities of both parties. It shall remain in force until modified or terminated in accordance with the procedures set forth herein, or terminated by the expiration date to be set 25 years from the formal acceptance date; contingent upon approval of necessary funding and in concert with the land use permit, whichever is later.

b. The term of this MOA is based upon the mutually agreed assumption that Fort Richardson to include the FBI Range will not close during the term of this agreement. However, if at any time Fort Richardson or the FBI-LERC is closed during this term of agreement, including if the agreement is automatically terminated, the agreement will be deemed terminated. The FBI agrees to pay to Fort Richardson any and all outstanding reimbursable expenses owed at the time of the Fort Richardson closure. NOTE: In the event FRA closes, the FBI may be entitled to retain the property the FBI-LERC occupies because they are a federal entity, and as such, they would have a continuing requirement for the property.

c. This agreement may be terminated by mutual agreement at any time. If the agreement is terminated by either party prior to the expiration of the stated term, the terminating party must give the other party at least one hundred eighty (180) days written notice. If either party desires to terminate this agreement at the conclusion of the term specified herein, the terminating party must give the other party at least one hundred eighty (180) days notice in advance of the termination date. These regulations will continue throughout the term of this agreement.

d. As all duties and responsibilities of both parties have been fully described herein, no other duties, responsibilities, covenants or promises have been made that are not specifically included in this agreement.

e. This agreement has been reviewed by the USARAK Staff Judge Advocate, and the FBI legal counselor and found to be legally sufficient.


 Frederick J. Lehman
 Colonel, U.S. Army
 Commander
 U.S. Army Garrison Alaska

Date: 27 Sep 04

Charles P. Taylor
 Unit Chief - CLCU
 George H. Hartman
 Special Agent in Charge
 Federal Bureau of
 Investigation
 Anchorage Division
 Washington DC
 Date: September 14, 2000
